



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, बुधवार 18 जनवरी, 2012/28 पौष, 1933

हिमाचल प्रदेश सरकार

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 8th June, 2011

No. 11-2/95(Lab) I.D/2011-Kinnaur.—It appears to the undersigned that an industrial dispute about the following issue exists between Smt. Padma Youdon W/O Shri Tanzin Dorje R/O Village & P.O. Kaza, Tehsil Kaza, District Lahaul & Spiti, H.P. Vs. The Executive Engineer, I.&P.H. Division, Kaza, District Lahaul & Spiti, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No. 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla/Dharamsala, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether the verbal termination of services of Smt. Padma Youdon W/O Shri Tanzin Dorje daily wage worker by the Executive Engineer, I.&P.H. Division, Kaza, District Lahaul & Spiti, H.P. w.e.f. 01-11-2009 without serving notice, without holding enquiry and without complying with the provisions of the Industrial Disputes Act, 1947, whereas persons junior to her have been retained by the employer, as alleged by the worker, is legal and justified? If not, to what back wages, service benefits and relief the above named worker is entitled to?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 21th June, 2011

No. 11-1/86(Lab) I.D/2011-Nahan.—It appears to the undersigned that an industrial dispute about the following issue exists between Shri Pawan Kumar S/O Shri Phool Singh R/O House No.-2165/12, Katcha Tank, Nahan, District Sirmour, H.P. Vs. The Collector Forest Settlement Solan and Sirmour at Nahan, District Sirmour, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla / Dharamsala, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether the verbal termination of services of Shri Pawan Kumar S/O Shri Phool Singh chainman by the Collector Forest Settlement Solan and Sirmour at Nahan, District Sirmour, H.P. w.e.f. Year, 2005 without serving notice, without holding enquiry and without complying with the provisions of the Industrial Disputes Act, 1947, whereas persons junior to him have been retained by the employer, as alleged by the workman, is legal and justified? If not, to what back wages, service benefits and relief the above named workman is entitled to?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 18th August, 2011*

No. 11-2/86(Lab) ID/2008/Bilaspur.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Jarnail Singh S/O Sh. Hem Raj, VPO Swail/ Swahan, Tehsil Sh. Naina Devi Ji, Distt. Bilaspur, H.P V/s The Executive Engineer, HPSEB Division Bilaspur As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Dharamsala, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Jarnail Singh S/O Sh. Hem Raj, VPO Swail/ Swahan, Tehsil Shri Naina Devi Ji, Distt. Bilaspur, H.P by The Executive Engineer, HPSEB Division Bilaspur w.e.f. 26.4.1999, without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits, the above worker is entitled to from the above employer?

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 18th August, 2011*

No.11-5/99(Lab)ID/Chamba/2011.—It appears to the undersigned that an industrial dispute about the following issue exist between Smt. Lachhi Devi W/O Late Sh. Kishan Chand, Village- Kufa, P.O. Killar, Tehsil Pangi, Distt. Chamba, H.P. V/S The Executive Engineer, HPPWD Division Killar, Tehsil Pangi, Distt. Chamba, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Dharamsala, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Smt. Lachhi Devi W/O Late Sh. Kishan Chand, Village- Kufa, P.O. Killar, Tehsil Pangi, Distt. Chamba by Executive Engineer, HPPWD Division Killar, Tehsil Pangi w.e.f. October, 2005 and retaining the junior workmen, as alleged by worker, is proper and justified? If not, what amount of back wages, seniority, past service benefits and compensation the aggrieved workman is entitled ?”

Sd/-
Labour Commissioner.

To

The Labour Commissioner-cum-
Director of Employment, H.P.
Shimla-171002.

Subject: Joining Report.

Sir,

In compliance to the Additional Chief Secretary (Labour & Employment) to the Govt. of H.P. Shimla Notification No. Shram (B)2-4/2005(Estt.), Dated- 29th August, 2011, I have the honour to submit my joining report for the post of Superintendent Grade-II today on 30.8.2011 (F.N.). This is for your kind information and further necessary action please.

Yours faithfully,
HET RAM.

Dated- 30.8.2011. Superintendent Grade-II.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 30th August, 2011

No.11-2/93(Lab) ID/2011/Baddi.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Lal Chand S/O Sh. Prem Chand, Village- Gurdaspura, P.O. Mandhala, Distt. Solan, H.P. V/s i) The General Manager, M/s GMP Technical Solutions, Village Kurawala, P.O. Mandhala, Distt. Solan, H.P. ii) M/s S.S. Engineer, Near Bus Stand, Baddi, Distt. Solan, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:

“Whether termination of the services of Sh. Lal Chand S/O Sh. Prem Chand, Village-Gurdaspura, P.O. Mandhala, Distt. Solan by the i) The General Manager, M/S GMP Technical Solution, Village- Kurawala, P.O. Mandhala, Distt. Solan (Principal Employer) ii) M/s S.S. Engineers, Near Bus Stand, Baddi, Distt. Solan, H.P. (Contractor Company) verbally w.e.f. 05.11.2008 is legal and justified? If not, what amount of back wages, past service benefits and compensation the above worker is entitled to from above named employers?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 30th August, 2011

No. 11-2/93(Lab) ID/2011/Baddi.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Naginder Chand S/O Sh. Nek Ram, Village Gurdaspura, P.O. Mandhala, Distt. Solan, H.P. V/s i) The General Manager, M/s GMP Technical Solutions, Village Kurawala, P.O. Mandhala, Distt. Solan, H.P. ii) M/s S.S. Engineer, Near Bus Stand, Baddi, Distt. Solan, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Naginder Chand S/O Sh. Nek Ram, Village Gurdaspura, P.O. Mandhala, Distt. Solan, H.P. by the i) The General Manager, M/S GMP Technical Solution, Village- Kurawala, P.O. Mandhala, Distt. Solan (Principal Employer) ii) M/s S.S. Engineers, Near Bus Stand, Baddi, Distt. Solan, H.P. (Contractor Company) verbally w.e.f. 05.11.2008 is legal and justified? If not, what amount of back wages, past service benefits and compensation the above worker is entitled to from above named employers?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 30th August, 2011*

No.11-2/93(Lab) ID/2011/Baddi.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Rafic S/O Sh. Ram Nath, Village & Post Office Mandhala, Distt. Solan, H.P. V/s i) The General Manager, M/s GMP Technical Solutions, Village Kurawala, P.O. Mandhala, Distt. Solan, H.P. ii) M/s S.S. Engineer, Near Bus Stand, Baddi, Distt. Solan, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Rafic S/O Sh. Ram Nath, Village & Post Office Mandhala, Distt. Solan, H.P. by the i) The General Manager, M/S GMP Technical Solution, Village- Kurawala, P.O. Mandhala, Distt. Solan,(Principal Employer) ii) M/s S.S. Engineers, Near Bus Stand, Baddi, Distt. Solan, H.P. (Contractor Company) verbally w.e.f. 05.11.2008 is legal and justified? If not, what amount of back wages, past service benefits and compensation the above worker is entitled to from above named employers?”

Sd/-

*Labour Commissioner.***LABOUR & EMPLOYMENT DEPARTMENT****NOTIFICATION***Shimla-171001, 30th August, 2011*

No.11-2/93(Lab) ID/2011/Baddi.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Raj Kumar S/O Sh. Chattar Singh, Village Gurdaspura, P.O. Mandhala, Distt. Solan, H.P. V/s i) The General Manager, M/s GMP Technical Solutions, Village Kurawala, P.O. Mandhala, Distt. Solan, H.P. ii) M/s S.S. Engineer, Near Bus Stand, Baddi, Distt. Solan, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but

could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Raj Kumar S/O Sh. Chattar Singh, Village Gurdaspura, P.O. Mandhala, Distt. Solan, H.P. by the i) The General Manager, M/S GMP Technical Solution, Village- Kurawala, P.O. Mandhala, Distt. Solan (Principal Employer) ii) M/s S.S. Engineers, Near Bus Stand, Baddi, Distt. Solan, H.P. (Contractor) verbally w.e.f. 05.11.2008 is legal and justified? If not, what amount of back wages, past service benefits and compensation the above worker is entitled to from above named employers?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 25th August, 2011

No.11-2/93(Lab) ID/2011/Baddi.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Rajesh Kumar S/O Sh. Ram Partap, Village- Bada Gpdam, P.O. Kherawali, Distt. Panchkula, Haryana. V/s i) The General Manager, M/s GMP Technical Solutions, Village Kurawala, P.O. Mandhala, Distt. Solan, H.P. ii) M/s S.S. Engineer, Near Bus Stand, Baddi, Distt. Solan, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Rajesh Kumar S/O Sh. Ram Partap, Village- Bada Gpdam, P.O. Kherawali, Distt. Panchkula, Haryana by i) The General Manager, M/S GMP Technical Solution, Village- Kurawala, P.O. Mandhala, Distt. Solan, (Principal Employer) ii) M/s S.S. Engineers, Near Bus Stand, Baddi, Distt. Solan, H.P.(Contractor), verbally w.e.f. 05.11.2008 is legal and justified? If not, what amount of back wages, past service benefits and compensation the above worker is entitled to from above named employers?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 30th August, 2011*

No.11-2/93(Lab) ID/2011/Baddi.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Surinder Kumar S/O Sh. Kringu Ram, Village Kharota, P.O. Mandhala, Distt. Solan, H.P. V/s i) The General Manager, M/s GMP Technical Solutions, Village Kurawala, P.O. Mandhala, Distt. Solan, H.P. ii) M/s S.S. Engineer, Near Bus Stand, Baddi, Distt. Solan, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Surinder Kumar S/O Sh. Kringu Ram, Village Kharota, P.O. Mandhala, Distt. Solan, H.P. by i) The General Manager, M/S GMP Technical Solution, Village- Kurawala, P.O. Mandhala, Distt. Solan (Principal Employer) ii) M/s S.S. Engineers, Near Bus Stand, Baddi, Distt. Solan, H.P. (Contractor Company) verbally w.e.f. 05.11.2008 is legal and justified? If not, what amount of back wages, past service benefits and compensation the above worker is entitled to from above named employers?”

Sd/-

*Labour Commissioner.***LABOUR & EMPLOYMENT DEPARTMENT****NOTIFICATION***Shimla-171001, 8th August, 2011*

No.11-5/99(Lab) ID/2009/Chamba.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Surinder Kumar S/O Sh. Dev Raj, Village Gailla, P.O. Sarol, Tehsil & Distt. Chamba, H.P. V/s Executive Engineer, HPPWD (B&R) Division Chamba (H.P.)

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Dharamsala, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Surinder Kumar S/O Sh. Dev Raj, Village Gailla, P.O. Sarol, Tehsil & Distt. Chamba by the Executive Engineer, HPPWD (B&R) Division Chamba (H.P.) w.e.f. 12/2004, while retaining junior workers in service, as alleged by worker, is legal and justified, if not, what amount of back wages, seniority, past service benefits and compensation the above workman is entitled to from the above employer?”

Sd/-

Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 12th October, 2011

No.11-2/93(Lab)ID/10/Solan.—It appears to the undersigned that an industrial dispute about the following issue exist between Smt. Bimla W/O Sh. Mohan Singh, Village Nauni, P.O. Oachghat, Distt. Solan, (H.P.) V/s i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**).

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Smt. Bimla W/O Sh. Mohan Singh, Village Nauni, P.O. Oachghat, Distt. Solan, (H.P.) w.e.f. 29.11.2009 by i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**), however no Registration Certificate and License was respectively obtained by the Principal Employer & Contractor as provided in The Contract Labour (R & A) Act, 1970 and not giving her an opportunity of consideration for re-employment by the employers from the dates her juniors were allegedly

employed, thus in violation of provisions of Section 25-F, 25-G & H of the ibid Act and further demand to declare her direct employee of the Principal Employer, is legal and justified, if not, what amount of back wages, seniority, past service benefits, compensation and relief the above worker is entitled to from the above Employers/Management?"

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 24th October, 2011

No. 11-2/93(Lab)ID/10/Solan.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Manoj Kumar S/O Sh. Chunu Ram, VPO Nauni, District Solan, (H.P.) V/s i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**).

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act ibid, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act ibid, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Manoj Kumar S/O Sh. Chunu Ram, VPO Nauni, District Solan, (H.P.) w.e.f. 13.10.2009 by i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**), however no Registration Certificate and License was respectively obtained by the Principal Employer & Contractor as provided in The Contract Labour (R & A) Act, 1970 and not giving her an opportunity of consideration for reemployment by the employers from the dates her juniors were allegedly employed, thus in violation of provisions of Section 25-F, 25-G & H of the ibid Act and further demand to declare her direct employee of the Principal Employer, is legal and justified, if not, what amount of back wages, seniority, past service benefits, compensation and relief the above worker is entitled to from the above Employers/Management?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 24th October, 2011*

No.11-2/93(Lab)ID/10/Solan.—It appears to the undersigned that an industrial dispute about the following issue exist between Smt. Nirmala Devi W/O Sh. Pritam Singh, Near Congress Bhawan, Saproon, Distt. Solan, (H.P.) V/s i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**).

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Smt. Nirmala Devi W/O Sh. Pritam Singh, Near Congress Bhawan, Saproon, Distt. Solan, (H.P.) w.e.f. 13.10.2009 by i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**), however no Registration Certificate and License was respectively obtained by the Principal Employer & Contractor as provided in The Contract Labour (R & A) Act, 1970 and not giving her an opportunity of consideration for re-employment by the employers from the dates her juniors were allegedly employed, thus in violation of provisions of Section 25-F, 25-G & H of the *ibid* Act and further demand to declare her direct employee of the Principal Employer, is legal and justified, if not, what amount of back wages, seniority, past service benefits, compensation and relief the above worker is entitled to from the above Employers/Management?”

Sd/-

*Labour Commissioner.***LABOUR & EMPLOYMENT DEPARTMENT****NOTIFICATION***Shimla-171001, 24th October, 2011*

No. 11-2/93(Lab)ID/10/Solan.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Palak Ram S/O Sh. Prem Dutt R/O Village Danal, P.O.

Panawa, District Sirmour, (H.P.) V/s i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**).

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Palak Ram S/O Sh. Prem Dutt R/O Village Danal, P.O. Panawa, District Sirmour, (H.P.) w.e.f. 28.11.2009 by i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**), however no Registration Certificate and License was respectively obtained by the Principal Employer & Contractor as provided in The Contract Labour (R & A) Act, 1970 and not giving her an opportunity of consideration for re-employment by the employers from the dates her juniors were allegedly employed, thus in violation of provisions of Section 25-F, 25-G & H of the *ibid* Act and further demand to declare her direct employee of the Principal Employer, is legal and justified, if not, what amount of back wages, seniority, past service benefits, compensation and relief the above worker is entitled to from the above Employers/Management?”

Sd/-

Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 24th October, 2011

No.11-2/93(Lab)ID/Baddi/2011.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Pradeep Kumar S/O Sh. Gopal Krishan, Village-Delagi, P.O. Koti, Tehsil & Distt. Solan, H.P. V/s The Director Operations, M/S Johnson & Johnson Ltd. Jharmajari, Tehsil Baddi, Distt. Solan, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

1. “Whether termination of the services of Sh. Pradeep Kumar S/O Sh. Gopal Krishan, Village- Delagi, P.O. Koti, Tehsil & Distt. Solan, H.P. w.e.f. 31.8.2010 by the Factory Manager/ Occupier M/s Johnson & Johnson Ltd. Jharmajari, Tehsil Baddi, Distt. Solan, H.P after conducting the enquiry, about which above ex-worker has alleged that same was not fair & justified, is proper and justified? if not, what amount of back wages, seniority, past service benefits and relief the above worker is entitled to from above employer/management?”
2. “If issue no. 1 is answered that inquiry was fair & just, in that case, whether the punishment is proportionate to the misconduct? If not, what relief the above ex-worker is entitled to from the management?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 5th October, 2011

No.11-1/85(Lab) ID/2010/Kangra.—It appears to the undersigned that an industrial dispute about the following issue exist between Smt. Renu Mehra W/O Late Sh. Dev Raj, Ex-Peon, R/O Old Chari Road Sudhead, Near Sh. C.L. Mehra Niwas, Dharamsala, Distt. Kangra, H.P. V/s The Principal, BD DAV Senior Secondary Public School Kotwali Bazar, Dharamsala, Distt. Kangra (H.P.)

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Dharamsala, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Smt. Renu Mehra W/O late Sh. Dev Raj, Ex-Peon, R/O Old Chari Road Sudhead, Near Sh. C.L. Mehra Niwas, Dharamsala, Distt. Kangra, H.P. as Peon by The Principal, BD DAV Senior Secondary Public School Kotwali Bazar, Dharamsala, Distt. Kangra (H.P.) w.e.f. 26.9.2009, without issuing charge sheet, without conducting enquiry and without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits, the above worker is entitled to from the above employer?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 24th October, 2011*

No.11-2/93(Lab)ID/Baddi/2011.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Sandeep Kumar S/O Sh. Damodar Dass, Village-Kodhar, P.OP. Chimhanu, Tehsil Joginder Nagar, Distt. Mandi, H.P V/s The Director Operations, M/S Johnson & Johnson Ltd. Jharmajari, Tehsil Baddi, Distt. Solan, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

1. “ Whether termination of the services of Sh. Sandeep Kumar S/O Sh. Damodar Dass, Village- Kodhar, P.OP. Chimhanu, Tehsil Joginder Nagar, Distt. Mandi, (H.P.) w.e.f. 31.8.2010 by the Factory Manager/ Occupier M/s Johnson & Johnson Ltd. Jharmajari, Tehsil Baddi, Distt. Solan, H.P after conducting the enquiry, about which above ex-worker has alleged that same was not fair & justified, is proper and justified? if not, what amount of back wages, seniority, past service benefits and relief the above worker is entitled to from above employer/ management?”
2. “If issue no. I is answered that inquiry was fair & just, in that case, whether the punishment is proportionate to the misconduct? If not, what relief the above ex-worker is entitled to from the management?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 24th October, 2011*

No.11-2/93(Lab)ID/10/Solan.—It appears to the undersigned that an industrial dispute about the following issue exist between Smt. Seema W/O Sh. Babloo, R/O Village- Dublu, P.O. Janedghat, District Shimla (H.P.) V/s i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**).

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but

could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Smt. Seema W/O Sh. Babloo, R/O Village- Dublu, P.O. Janedghat, District Shimla (H.P.) w.e.f. 28.11.2009 by i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**), however no Registration Certificate and License was respectively obtained by the Principal Employer & Contractor as provided in The Contract Labour (R & A) Act, 1970 and not giving her an opportunity of consideration for re-employment by the employers from the dates her juniors were allegedly employed, thus in violation of provisions of Section 25-F, 25-G & H of the *ibid* Act and further demand to declare her direct employee of the Principal Employer, is legal and justified, if not, what amount of back wages, seniority, past service benefits, compensation and relief the above worker is entitled to from the above Employers/Management?”

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 24th October, 2011

No.11-2/93(Lab)ID/10/Solan.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Santresh W/O Sh. Dalip, R/O VPO Nauni, District Solan, (H.P.) V/s i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**).

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Santresh W/O Sh. Dalip, R/O VPO Nauni, District Solan, (H.P.) w.e.f. 13.10.2009 by i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**), however no Registration Certificate and License was respectively obtained by the Principal Employer & Contractor as provided in The Contract Labour (R & A) Act, 1970 and not giving her an opportunity of consideration for reemployment by the employers from the dates her juniors were allegedly employed, thus in violation of provisions of Section 25-F, 25-G & H of the ibid Act and further demand to declare her direct employee of the Principal Employer, is legal and justified, if not, what amount of back wages, seniority, past service benefits, compensation and relief the above worker is entitled to from the above Employers/Management?”

Sd/-

Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla-171001, 12th October, 2011

No.11-1/86(Lab)ID/2011/Nahan.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Sukh Dev S/O Late Sh. Munna Ram, R/O Village Kotrudi Kanlog, P.O. Rama, Tehsil Nahan, Distt. Sirmour, H.P. V/s i) The Collector Forest Settlement Solan and Sirmour at Nahan, Distt. Sirmour, H.P. ii) The Assistant Conservator of Forest, Settlement Solan and Sirmour at Nahan, Distt. Sirmour, H.P.

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act ibid, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act ibid, on the following issue/issues for legal adjudication:-

“Whether the termination of services of Sh. Sukh Dev S/O late Sh. Munna Ram, (Chainman) R/O Village Kotrudi Kanlog, P.O. Rama, Tehsil Nahan, Distt. Sirmour, H.P. by the (i) The Collector Forest Settlement Solan and Sirmour at Nahan, Distt. Sirmour, H.P. (ii) The Assistant Conservator of Forest, Settlement Solan and Sirmour at Nahan, Distt. Sirmour, (H.P.) from time to time w.e.f. 1998 to 2007 and finally w.e.f. 17.2.2008 without complying the provisions of the Industrial Disputes Act, is legal and justified? If not, to what relief of reinstatement and other service benefits Sh. Sukh Dev workman is entitled to?”

Sd/-

Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 15th October, 2011*

No.11-5/99(Lab) ID/2009/Chamba.—It appears to the undersigned that an industrial dispute about the following issue exist between Sh. Tej Singh S/O Sh. Moti Chand R/O Village Ghisal, P.O. Sach, Tehsil Pangi, Distt. Chamba, H.P. V/s The Executive Engineer, HPPWD Division Killar (Pangi) Distt. Chamba (H.P.)

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Dharamsala, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Sh. Tej Singh S/O Sh. Moti Chand R/O Village Ghisal, P.O. Sach, Tehsil Pangi, Distt. Chamba, H.P. by The Executive Engineer, HPPWD Division Killar (Pangi), Distt. Chamba, H.P. w.e.f. January, 2002 to July, 2005 and finally w.e.f. October, 2005 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits, the above worker is entitled to from the above employer?

Sd/-
Labour Commissioner.

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-171001, 24th October, 2011*

No. 11-2/93(Lab)ID/10/Solan.—It appears to the undersigned that an industrial dispute about the following issue exist between Smt. Zeerina W/O Sh. Sadhu Ram, Village Degu, P.O. Narag, Tehsil Pachhad, Distt. Sirmour, (H.P.) V/s i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**).

As per the report under section 12(4) of The Industrial Disputes Act, 1947 submitted by the Conciliation Officer, he tried his level best to settle the dispute during conciliation proceedings but could not succeed. The report so received has been considered by the undersigned and as per power vested under Sub Section 5 of Section 12 of the Act *ibid*, the undersigned has decided that this dispute is required to be legally adjudicated by the Labour Court/Industrial Tribunal.

Therefore, the undersigned while exercising the powers vested by the Govt. of Himachal Pradesh vide Notification No.: 19-8/89-Shram (Loose), Dated 7th September, 1992 and as per power vested under Sub Section-1 of Section 10 of The Industrial Disputes Act, 1947 (14 of 1947) this industrial dispute is referred to the Labour Court/Industrial Tribunal Shimla, constituted under Section-7 of Act *ibid*, on the following issue/issues for legal adjudication:-

“Whether termination of the services of Smt. Zeerina W/O Sh. Sadhu Ram, Village Degu, P.O. Narag, Tehsil Pachhad, Distt. Sirmour, (H.P.) w.e.f. 28.11.2009 by i) Hony. Advisor, M/s Sanitation Promotion & Development Society, 5-B, Pocket-2, Sector-6, Dwarka, New Delhi (**Contractor Society**) and ii) The Registrar, Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Distt. Solan, H.P. (**Principal Employer**), however no Registration Certificate and License was respectively obtained by the Principal Employer & Contractor as provided in The Contract Labour (R & A) Act, 1970 and not giving her an opportunity of consideration for re-employment by the employers from the dates her juniors were allegedly employed, thus in violation of provisions of Section 25-F, 25-G & H of the *ibid* Act and further demand to declare her direct employee of the Principal Employer, is legal and justified, if not, what amount of back wages, seniority, past service benefits, compensation and relief the above worker is entitled to from the above Employers/Management?”

Sd/-

Labour Commissioner.

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla- 171 002, the 13th January, 2012

No. Shram (B) 1-3/2005-Estt.—The Governor, Himachal Pradesh in exercise of the powers conferred under section- 8 of the Industrial Disputes Act, 1947 (Act no. 14 of 1947) and in consultation with the Hon’ble High Court, Himachal Pradesh is pleased to appoint Shri Rajan Gupta , presently posted as Additional District and Session Judge, Una as Presiding Officer of the Labour Court- cum-Industrial Tribunal, Kangra at Dharamshala on deputation basis with immediate effect. The period of deputation will be two years in the first instance.

The deputation period will be governed on usual terms and conditions of deputation as specified by the Hon’ble High Court vide letter No. HHC/ Admn. 28 (27) 80- 1530 dated 7th December, 1989 from the Registrar, Hon’ble High Court of Himachal Pradesh. The Governor, Himachal Pradesh is further pleased to relieve Sh. Chirag Bhanu Singh, Presiding Officer, Labour Court-cum-Industrial Tribunal, Dharamshala enabling him to join further assignment.

By order,

Sd/-

Addl. Chief Secretary (Lab. & Emp.) .

LABOUR & EMPLOYMENT DEPARTMENT**NOTIFICATION***Shimla-2, 18th July, 2011*

No. Shram(B)3-1/2006 (Estt.) L.O.—The Governor, Himachal Pradesh on the recommendations of the Departmental Promotion Committee is pleased to order the promotion of Sh. Prem Singh, Labour Inspector to the post of Labour Officer, (Class-II, Gazetted) in the pay scale of Rs. 7000-10980 (Pre-Revised) Rs. 10300-34800+Rs. 4400/- G.P., in the Labour and Employment Department, Himachal Pradesh, on regular basis in pursuance of Deptt. Of Personnel instruction's issued vide letter No. PER(AP)-C-F(1)-1/2009, dated 16th November, 2009, in the public interest.

2. The Governor, Himachal Pradesh is further pleased to post him as Labour Officer at Bilaspur against vacancy.

3. Sh. Prem Singh, on his promotion, shall remain on probation for a period of two years in the first instance. He shall be entitled to exercise for fixation of pay under the provisions of F.R.22(1)(a)(i) within one month from the date of receipt of this order.

4. Sh. Prem Singh is directed to report for duty at his new place of posting within a fortnight positively. The promotion shall take place on joining at new place of posting. No extension in joining period will be allowed in any case.

By order,

Sd/-

*Addl. Chief Secretary (Lab. & Emp.).***लोक निर्माण विभाग**

शुद्धिपत्र

शिमला-2, 17 जनवरी, 2012

संख्या पी0बी0डब्ल्यू0-ए-बी(2)-112/1993-I.—इस विभाग की सम संख्यक अधिसूचना दिनांक 10-01-2012 के द्वारा कनिष्ठ अभियन्ता (विद्युत) के भर्ती एवं प्रोन्नति नियम अधिसूचित किए गये थे। इस अधिसूचना के हिन्दी संस्करण में पैरा 1 (i) के स्थान पर निम्न पढ़ा जाये:-

1. **संक्षिप्त नाम और प्रारम्भ.**—(i) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश लोक निर्माण विभाग, कनिष्ठ अभियन्ता (विद्युत) वर्ग-III (अराजपत्रित) भर्ती और प्रोन्नति नियम, 2012 है।

आदेश द्वारा,

हस्ताक्षरित/-

प्रधान सचिव (लोक निर्माण)।

बहुउद्देशीय परियोजनाएँ एवं विद्युत विभाग**अधिसूचना**

शिमला, 17 जनवरी, 2012

संख्या विद्युत-छः (5)-6/2011.—यतः हिमाचल प्रदेश के राज्यपाल को यह प्रतीत होता है कि हिमाचल प्रदेश राज्य विद्युत परिषद् लिमिटेड, जो कि भूमि अर्जन अधिनियम 1894 (1894 का पहला अधिनियम) की धारा 3 के खण्ड (सी.सी.) के अन्तर्गत सरकार के स्वामित्व और नियन्त्रण के अधीन एक निगम है, के द्वारा अपने व्यय पर सार्वजनिक प्रयोजन हेतु नामक मुहाल जमटा, तहसील नाहन, जिला सिरमौर, हिमाचल प्रदेश में 220 के0 वी0 लाईन जमटा से देवनी व 132 के0 वी0 लाईन देवनी से 132/33/11 के0 वी0 सब-स्टेशन (जोहडो) कालाआम्ब के निर्माण हेतु भूमि अर्जित करनी अति आवश्यक अपेक्षित है अतएव एतद्वारा यह अधिसूचित किया जाता है कि उक्त परिक्षेत्र में जैसा कि निम्न विवरणी में निर्दिष्ट किया गया है उपरोक्त प्रयोजन के लिए भूमि का अर्जन अपेक्षित है।

2. यह अधिसूचना ऐसे सभी व्यक्तियों को जो इससे सम्बन्धित हैं या हो सकते हैं की जानकारी के लिए भू-अर्जन अधिनियम, 1894 की धारा-4 के उपबन्धों के अन्तर्गत जारी की जाती है।

3. पूर्वोक्त धारा द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्यपाल, हिमाचल प्रदेश इस समय इस उपक्रम में कार्यरत सभी अधिकारियों उनके कर्मचारियों और श्रमिकों को इलाके की किसी भी भूमि में प्रवेश करने और सर्वेक्षण करने और उस धारा द्वारा अपेक्षित अथवा अनुमतः सभी अन्य कार्यों को करने के लिए सहर्ष प्राधिकार देते हैं।

4. अत्यधिक आवश्यकता को दृष्टि में रखते हुए राज्यपाल, हिमाचल प्रदेश उक्त अधिनियम की धारा 17 की उप धारा (4) के अधीन यह भी निर्देश देते हैं कि उक्त अधिनियम की धारा- 5ए के उपबन्ध इस मामले में लागू नहीं होंगे।

5. भूमि से सम्बन्धित रेखांक का निरीक्षण कार्यालय भू-अर्जन समाहर्ता, हिमाचल प्रदेश राज्य विद्युत परिषद् लिमिटेड, उत्तम भवन, शिमला-4 में किया जा सकता है।

विवरणी

जिला	तहसील	ग्राम	खसरा नम्बर	रकबा (बीघो में)
सिरमौर	नाहन	जमटा	753/57/1	0-2
			645/518/37/1	0-4
			कुल कित्ता-2	कुल रकबा-0-6

आदेश द्वारा,
हस्ताक्षरित /—
प्रधान सचिव (विद्युत)।

बहुउद्देशीय परियोजनाएँ एवं विद्युत विभाग**अधिसूचना (शुद्धि पत्र)**

16 जनवरी, 2012

संख्या विद्युत-छः-(5)-23/2011.—इस विभाग की समसंख्यक अधिसूचना दिनांक 03-12-2011 जो कि ग्राम फाटी व कोठी शैंशर, उप-तहसील सैंज, जिला कुल्लू में भूमि अधिग्रहण करने हेतु जारी की गई है, की विवरणी में “तहसील उदयपुर” के स्थान पर “उप-तहसील सैंज” पढ़ा जाए।

आदेश द्वारा,
हस्ताक्षरित /—
प्रधान सचिव (विद्युत)।

बहुउद्देशीय परियोजनाएँ एवं विद्युत विभाग

अधिसूचना

शिमला, 17 जनवरी, 2012

संख्या विद्युत-छः(5)-21/2011.—राज्यपाल, हिमाचल प्रदेश, मियाड़ जल विद्युत परियोजना (120 मैगावाट) के निर्माण हेतु भूमि अर्जन अधिनियम, 1894 की धारा 6 से 16 (दोनों शामिल) तथा धारा 18-37 (दोनों शामिल) के प्रावधान लागू करने हेतु धारा 41 के अन्तर्गत मैसर्ज मियाड़ हाईड्रो इलेक्ट्रिक पावर कम्पनी लिमिटेड, डी-425, सैक्टर- 4, न्यू शिमला- 171009 के साथ हुए इकरारनामा (अनुबन्ध-क) को धारा-42 के अन्तर्गत प्रकाशन करने के सहर्ष आदेश प्रदान करते हैं।

आदेश द्वारा,
हस्ताक्षरित/—
प्रधान सचिव (विद्युत)।

अनुबन्ध-क

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

In respect of

Miyar Hydro Electric Project (120 MW)

THIS AGREEMENT is made on this 10th day of January, Two thousand twelve

BETWEEN

The M/s Miyar Hydro Electric Power Company Limited, a company registered under the Companies Act, 1956 and having its registered office at D-425, Sector- 4, New Shimla -171009 Himachal Pradesh, through Shri Rajan Saklani, General Manager, appointed by the Company as its Attorney (hereinafter called the "The Company" which expression shall include its heirs, successors and assigns) of the first part.

AND

THE GOVERNOR of Himachal Pradesh through the Principal Secretary (MPP& Power) to the Government of Himachal Pradesh (Hereinafter called the "Government," which expression shall include its successor in office and assigns) of the Second part.

WHEREAS, upon the application of the Company for the acquisition of surface rights over land required for implementation of Miyar Hydro Electric Project (120 MW), the Government of Himachal Pradesh have agreed to acquire the land on behalf of the Company under the provision of the Land Acquisition Act, 1894 (Act No. 1 of 1894), the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in the revenue estate of Village Ghari and Haruka, Sub-Tehsil Udaipur, Distt. Lahaul & Spiti, Himachal Pradesh, total measuring 61-13-04 bighas. having been shown to the satisfaction of the said Government that the proposed acquisition is needed for implementation of Miyar Hydro Electric Project (120 MW) and whereas the said Government have called upon the Company under the provision of Section 41 of the Act ibid to enter into an agreement with the Government hereinafter contained.

Now, these presents witness and it is hereby agreed and declared as follows:-

1. On demand, the Company shall pay to the Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894, or by the Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provision of the said Act.
2. On demand, made by the said Collector the obligations of the company under the last preceding clause not being thereby limited, the Company shall deposit with the said Collector such sum or sums of money as in the discretion the said Collector may in anticipation estimate to be necessary for the purpose mentioned in the preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (On deposit by the Company of all estimated amounts as provided in the section clause) but not before possession shall have been taken under the provisions of the above mentioned Act, the Governor, Himachal Pradesh shall make over possession of the said land to the company and shall execute and do such all acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, Company has offered the land and construction etc. there in as security with the previous sanction of the Government for raising loans from financial Institutions/ Banks etc., within India and outside, the Government notwithstanding such sanction shall have recourse to its rights for resumption of the land under this clause even during the period such loan is outstanding, if the land is not utilized for the purpose for which it was acquired under the provisions of the Land Acquisition Act, 1894.
5. The said land shall be held by the Company for the purpose for which it is acquired or purpose legitimately connected as is herein before mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had obtained for no other purpose whatsoever.
6. That said construction shall be completed and fully equipped in all respect ready for use within the time schedule as stipulated in the Implementation Agreement for the Miyar Hydro Electric Project (120 MW). Should the said construction not be completed (and fully equipped in all respect ready for use) within the time schedule as stipulated in the Implementation Agreement stated in the last preceding clause or within such further period as in its discretion may be prescribed or allowed by the said Government of Himachal Pradesh or should the said land at any time thereafter cease for a period as described by the Government of Himachal Pradesh to be held and used or cease to be required for the purpose or purposes provided for in the foregoing clauses then in any such case, the said Government may summarily re-enter upon and take possession of the said land together with all structures/ buildings thereon, whether such structures/ buildings were erected before or after transfer of the land and buildings shall absolutely cease and determine and vest in the State Government free from all encumbrances.
7. The Company shall provide employment to one member of each of the displaced families during the construction period of the project, which shall form part of the rehabilitation plan to be prepared and implemented at the cost of the company.

During the operation and maintenance of the project, the company shall give preference for employment to the members of the displaced families employed during the construction period.

8. In case of breach of any condition by the company, the state Government shall have right to determine the agreement by 15 days show cause notice to the company. In case the company fails to explain its position to the satisfaction of the State Government and rectify the breach of the conditions so enumerated in the show cause notice, the State Government shall have absolute right to rescind the agreement and re-enter upon and take possession of the said land together with all structures/ buildings thereon and thereupon the interest of the Company in the said land and structures/ buildings shall cease and determine and vest in the State Government free from all encumbrances.

IN WITNESS Where of the seal of the Company has been affixed and the Government of the State of Himachal Pradesh herein to set his hand and seal, the day month and year herein above mentioned.

For and on behalf of
Miyar Hydro Electric Power Co. Ltd.

Governor of Himachal Pradesh
Through

Sd/-
(Rajan Saklani)

Sd/-
Principal Secretary (MPP& Power) to
the Government of Himachal Pradesh.

Witness:
1. Sd/-

2. Sd/-

Witness:
1. Sd/-

2. Sd/-

SCHEDULE

District	Sub-Tehsil	Village	Khasra No.	Area (Bigha)
Lahaul & Spiti	Udaipur	Ghari	4	00-12-00
			5	00-08-00
			39	01-13-00
			44	01-00-00
			187	00-00-06
			188	00-02-00
			218/1	00-05-14
			218/2	00-14-08
			219/1	00-01-16
			Kitta: 9	Area: 04-17-04
		Haruka	71	02-03-00
			72	00-07-00
			73	03-19-00
			74	00-19-00
			75	00-06-00
			76	01-11-00
			77	02-09-00
			78	01-13-00
			322/79	00-08-00

80	00-10-00
81	00-07-00
82	01-02-00
83	01-03-00
84	00-11-00
85	00-10-00
326/86	00-13-00
106	01-12-00
430/107	00-17-00
431/107	0000-17-00
120	01-10-00
121	02-09-00
314/123	00-02-00
315/123	02-02-00
124	01-07-00
125	00-18-00
126	00-05-00
127	00-11-00
436/128	00-12-00
437/128	00-12-00
438/128	00-01-00
129	01-01-00
129/1	01-00-00
439/13	0 00-08-00
440/130	00-10-00
131	00-02-00
132	01-05-00
133	00-12-00
134	00-13-00
135	01-00-00
136	01-06-00
137	01-08-00
138	00-01-00
139	01-08-00
143	00-05-00
144	00-07-00
145	00-04-00
146	00-03-00
147	00-16-00
148	01-03-00
149	01-04-00
150	02-11-00
151	01-10-00
152	00-14-00
153	00-18-00
154	01-01-00
155	02-04-00
156	00-06-00
157	00-10-00

Kitta: 58 Area: 56-16-00

Total Kitta: 67 Total Area: 61-13-04

बहुउद्देशीय परियोजनाएँ एवं विद्युत विभाग

अधिसूचना

शिमला, 17 जनवरी, 2012

संख्या विद्युत-छः(5)-49/2010.—राज्यपाल, हिमाचल प्रदेश, शोरंग जल विद्युत परियोजना (100 मैगावाट) के निर्माण हेतु भूमि अर्जन अधिनियम, 1894 की धारा 6 से 16 (दोनों शामिल) तथा धारा 18-37 (दोनों शामिल) के प्रावधान लागू करने हेतु धारा 41 के अन्तर्गत मैसर्स हिमाचल शोरंग पावर प्राइवेट लिमिटेड, सी- 35, लेन- II, सैक्टर- I, न्यू शिमला- 171009 के साथ हुए इकरारनामा (अनुबन्ध-क) को धारा-42 के अन्तर्गत प्रकाशन करने के सहर्ष आदेश प्रदान करते हैं।

आदेश द्वारा,
हस्ताक्षरित/—
प्रधान सचिव (विद्युत)।

अनुबन्ध-क

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

In respect of

Sorang Hydroelectric Project (100 MW)

THIS AGREEMENT is made on this 10th day of January, Two thousand twelve

BETWEEN

The M/s Himachal Sorang Power Pvt. Ltd. C-35, Lane – II, Sector – I, New Shimla, Shimla –171 009, a Company registered under the Companies Act, 1956 and having its registered office at C – 35, Lane – II, Sector – I, New Shimla, Shimla –171009 through Shri Anup Singh Banyal, Manager, appointed by the Company as its Attorney (hereinafter called "The Company" which expression shall include its heirs, successors and assigns) of the first part.

AND

THE GOVERNOR of Himachal Pradesh through the Principal Secretary (MPP& Power) to the Government of Himachal Pradesh (Hereinafter called the "Government", which expression shall include its successors in office and assigns) of the Second part.

WHEREAS, upon the application of the Company for the acquisition of surface rights over land required for implementation of 100 MW Sorang Hydroelectric Project, the Government of Himachal Pradesh have agreed to acquire the land on behalf of the Company under the provision of the Land Acquisition Act, 1894 (Act No.1 of 1894), the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in the revenue estate of Village Sorang, Tehsil Nichar, Distt. Kinnaur, Himachal Pradesh, total measuring 01-99-13 hect. having been shown to the satisfaction of the said Government that the proposed acquisition is needed for implementation of 100 MW Sorang Hydroelectric Project and whereas the said Government have called upon the Company under the provisions of Section 41 of the Act ibid to enter into an agreement with the Government hereinafter contained.

Now, these presents witness and it is hereby agreed and declared as follows:-

1. On demand, the Company shall pay to the Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894, or by the Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
2. On demand, made by the said Collector the obligations of the Company under the last preceding clause not being thereby limited, the Company shall deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purpose mentioned in the preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh(On deposit by the Company of all estimated amounts as provided in the section clause) but not before possession shall have been taken under the provisions of the above mentioned Act, the Governor, Himachal Pradesh shall make over possession of the said land to the company and shall execute and do such all acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, Company has offered the land and construction etc. there in as security with the previous sanction of the Government for raising loans from financial Institutions/Banks etc., within in India and outside, the Government not withstanding such sanction shall have recourse to its rights for resumption of the land under this clause even during the period such loan is outstanding, if the land is not utilized for the purpose for which it was acquired under the provisions of the Land Acquisition Act, 1894.
5. The said land shall be held by the Company for the purpose for which it is acquired or purpose legitimately connected as is herein before mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had obtained for no other purpose whatsoever.
6. That said construction shall be completed and fully equipped in all respect ready for use within the time schedule as stipulated in the Implementation Agreement for the Sorang (100 MW) Hydroelectric Project. Should the said construction not be completed (and fully equipped in all respect ready for use) within the time schedule as stipulated in the Implementation Agreement stated in the last preceding clause or within such further period as in its discretion may be prescribed or allowed by the said Government of Himachal Pradesh or should the said land at any time thereafter cease for a period as prescribed by the Government of Himachal Pradesh to be held and used or cease to be required for the purpose or purposes provided for in the foregoing clauses then in any such case, the said Government may summarily re-enter upon and take possession of the said land together with all structures/ buildings thereon, whether such structures/buildings were erected before or after transfer of the land and buildings shall absolutely cease and determine and vest in the State Government free from all encumbrances.
7. The company shall provide employment to one member of each of the displaced families during the construction period of the project, which shall form part of the rehabilitation plan to be prepared and implemented at the cost of company. During

the operation and maintenance of the project, the company shall give preference for employment to the members of the displaced families employed during the construction period.

8. In case of breach of any conditions by the company, the state Government shall have right to determine the agreement by giving 15 days show cause notice to the company. In case the company fails to explain its position to the satisfaction of the State Government and rectify the breach of the conditions so enumerated in the show cause notice, the State Government shall have absolute right to rescind the agreement and re-enter upon and take possession of the said land together with all structures/buildings thereon and thereupon the interest of the company in the said land and structures/ buildings shall cease and determine and vest in the state Government free from all encumbrances.

IN WITNESS Where of the seal of the Company has been affixed and the Government of the State of Himachal Pradesh herein to set his hand and seal, the day month and year herein above mentioned.

For and behalf of
M/s Himachal Sorang Power Pvt. Ltd.

Witness:

1. Sd/-

Sd/
(Anup Singh Banyal)
Manager

2. Sd/-

Governor of Himachal Pradesh
Through Principal Secretary (Power) to the
Government of Himachal Pradesh

Witness:

1. Sd/-

Sd/-
Principal Secretary (Power) to the
Government of Himachal Pradesh,

2. Sd/-

SCHEDULE

District	Tehsil	Village	Khasra No.	Area (Hect.)
Kinnaur	Nichar	Choura	31/2	00-14-43
			402/57/1	00-25-73
			6	00-08-88
			7	00-01-90
			8	00-00-72
			9	00-05-92
		Shilani	716/1	00-09-00
		Barakamba	110/1	00-01-55
			106/2/1	00-00-90
			108/2	00-03-05
			108/3	00-00-64
			1917/2	00-01-67
			2021/1375/1	00-00-80

Burang

105/1	00-00-79
1371	00-01-20
1364	00-00-12
1553	00-01-49
1349/1	00-00-39
1388/1	00-00-38
1361	00-00-63
1372	00-02-57
1336/1	00-00-62
1340	00-00-50
1362	00-02-70
1337/1	00-00-58
1363	00-00-52
1369/1	00-00-28
1328/1	00-00-36
117/1	00-02-18
1698/1	00-01-24
118	00-00-38
676	00-05-50
677	00-00-98
652/1	00-19-20
652/2	00-00-67
653	00-01-52
655	00-00-79
661	00-03-84
684	00-02-44
727/1	00-00-83
727/2	00-12-37
695	00-01-88
697/2	00-10-59
696	00-00-21
698	00-00-58
699	00-00-28
485/2/1	00-01-62
672	00-04-31
673	00-00-56
674	00-03-15
675	00-03-50
631/1	00-00-80
630	00-01-30
688	00-03-84
722/1	00-02-63
704	00-05-19
606	00-02-57
609	00-01-48
610	00-01-31
607	00-00-10
608	00-03-71
627	00-05-37
612	00-03-89

1

Koil rates-2.xls

GOVERNMENT OF HIMACHAL PRADESH,				
FOOD, CIVIL SUPPLIES & CONSUMER AFFAIRS,				
SHIMLA, DISTRICT SHIMLA				
No.:FDS-SML-7-8/94-III-311-62			Date:-16-01-2012	
NOTIFICATION				
In suppression of all previous Notifications and in exercise of the powers conferred upon me under clause of the Kerosene (Restriction of use and Fixation of Ceiling Price) Order, 1993, I, Onkar Sharma, IAS, District Magistrate, Shimla, District Shimla do hereby fix the following wholesale and retail sale rates of superior Kerosene Oil at places mentioned below with immediate effects:-				
Sr.No.	Name of Station/Feeding Points	Name of Co.	W/sale rate of the destination (including Loading unloading	Sale rate to be fixed P/ltrs.
1	Cart Road,Circular Road,103 Tunnel, Motor Barrier,Ghorachowki,Panchayat Bhawan,Victory Tunnel,Upper Kalthu,Dhalli	H.P.C I.B.P I.O.C	13772.93 13842.09 13734.96	13.92 13.99 13.88
2	Kasumpti,Vikasnager,New Shimla, Chhota Shimla,Beolla,Panthaghati, Nabha,Ramnager,Phagli,Malyana,Mehli, Navbhar,Sanjouli,Tutikandi,Bolleauganj, Chhaker,Summerhill,Totu,Jutog, Loong-wood,Choura Maldan,Annadale,Bharari, Khalni,Brockhurst,Lalpani by pass, Kuftadhar.	H.P.C I.B.P I.O.C	14095.93 14165.09 14057.96	14.25 14.32 14.21
4	(head load)Lalpani,Bharari KrishnaNagar,Ganj,Upper &Lower Lakkar Bazar	H.P.C I.B.P I.O.C	14514.93 14584.09 14476.96	14.66 14.73 14.63
6	Theog	H.P.C I.B.P I.O.C	14198.93 14268.09 14160.96	14.35 14.42 14.31
7	Kotkhal	H.P.C I.B.P I.O.C	14272.93 14342.09 14234.96	14.42 14.49 14.38
8	Jubbal	H.P.C I.B.P I.O.C	14422.93 14492.09 14384.96	14.57 14.64 14.53
9	Rohru,Rampur,Chopal.	H.P.C I.B.P I.O.C	14540.93 14610.09 14502.96	14.69 14.76 14.65
10	Sunl,Narkanda.	H.P.C I.B.P I.O.C	14238.93 14308.09 14200.96	14.39 14.46 14.35
11	Bhatakuffer,Kamlanager,Mashobra.	H.P.C I.B.P I.O.C	14232.93 14302.09 14194.96	14.38 14.45 14.34

OTHER RURAL AREA OF THE DISTRICT		Koil rates-2.xls		
1	Shangtl, Ghanahatti, Poabo, Dudhall, Bhont, Kanaina, Dhanda.	H.P.C I.B.P I.O.C	14232.93 14302.09 14194.96	14.48 14.55 14.44
2	Kufri, Fagu, Bhakelti, Jathladavi, Balchery, Jalsghatti, Chhrabra, Balog, Sarog, Dave, Badeheri.	H.P.C I.B.P I.O.C	14162.93 14232.09 14124.96	14.41 14.48 14.37
3	Thachi, Dhani, Halog, Janedghat, Junga, Gumma, Koti, Mundhaghat, Parota, Panesh, Pabar, Kanda, Matiana, Sandhu, Shllaru, Cheog, Dhamandheri, Baldeyan, Durgapur, Basantpur, Samolipul, Arhal, Kansakoti, Pragtinager, Jubberhatti, Rampuri, Chabha, Jaisi (Sun) Rachdi.	H.P.C I.B.P I.O.C	14337.93 14407.09 14299.96	14.59 14.66 14.55
4	Sarahan, Jhakheri, Badhal, Jeori, Dobl, Dansa, Dofda, Kinu, Mashnoo, Ganvi, Ravin, Machoti, Sanarsa, Kamroll.	H.P.C I.B.P I.O.C	14838.93 14908.09 14800.96	15.09 15.16 15.05
5	Chaila, Sainj, Bajrollpul, Gumma, Ghorna, Chuni, Nangalevi, Mauri.	H.P.C I.B.P I.O.C	14272.93 14342.09 14234.96	14.52 14.59 14.48
6	Shoghi and Taradevi	H.P.C I.B.P I.O.C	14097.93 14167.09 14059.96	14.35 14.42 14.31
7	Neerath, Duttinager, Khaneti, Kotgarh, Dalan, Mallan, Shamathala, Bhutti, Baragoan, Jalog, Banot.	H.P.C I.B.P I.O.C	14297.93 14367.09 14259.96	14.55 14.52 14.51
8	Thanedhar, Jarol, Madhawani, Govind- pur, Oddi, Kumarsain, Kingal, Tikker, via Kotgarh, Sainj, Bithal, Baha.	H.P.C I.B.P I.O.C	14258.93 14328.09 14220.96	14.51 14.58 14.47
9	Ganashidhar, Prounti, Kharapathar, Sheelghat, Khaneri, Nogli, Taklech, Padamnager, Nirsu, Koot, Dhochi, Hatkoti, Patsari, Anti, Melthi, Mandhol, Sawaradhad, Shrontha, Old Jubbal, Khunnidhad, Kupvi via Haripurdhar, Devri- Khaneti, Baghal, Ratnari.	H.P.C I.B.P I.O.C	14472.93 14542.09 14434.96	14.72 14.79 14.68
10	Kudu, Pujarli, Bholadnala, Deha, Chambl, Bhalog, Naina, Phagra, Bamnoli.	H.P.C I.B.P I.O.C	14562.93 14632.09 14524.96	14.81 14.88 14.77
11	Gaura, Dhargaura, pandarnu, Baggi, Jangla, Seema, Chirgoan, Khadrula, Tikker, Jawalda, Nankheri, Kholighat, Diswani, Bhonda, Chamain, Chari, Dadhara, Taprog, Kharahana, Thailly- Chakti.	H.P.C I.B.P I.O.C	14692.93 14762.09 14654.96	14.94 15.01 14.90
12	Khagnapul, Dhabas, Nakaurapul, Sarain (Chopal) Nerwa, Bharanu.	H.P.C I.B.P I.O.C	14867.93 14937.09 14829.96	15.12 15.19 15.08

3		Koil rates-2.xls		
13	Kupvi via Chopal, Baggl.	H.P.C	15882.93	16.13
		I.B.P	15952.09	16.20
		I.O.C	15844.96	16.09
14	Pulbhal, Marog, Jhikni pul.	H.P.C	15102.93	15.35
		I.B.P	15172.09	15.42
		I.O.C	15064.96	15.31
15	Netwar.	H.P.C	15352.93	15.35
		I.B.P	15422.09	15.42
		I.O.C	15314.96	15.31
Note:K/koil to kupvi via Chopal will be transpoptred with the prior permission of the under signed in special circumstances.				
FIXATION OF SALE RATE OF KEROSENE OIL (PDS) OF M/S REKHA OIL COMPANY CHOPAL SHIMLA.				
1	NAC Kotkhal, Chopal	I.O.C	14364.12	14.51
2	Sainj, Balgar, Deha, Chambal, Chailia, Gumma	I.O.C	14364.12	14.61
3	Chuni, Khaneti, Mauri.	I.O.C	14549.12	14.80
4	Jhikni pul, Nerwa, Bharanu.	I.O.C	15009.12	15.26
5	Baggl, Netwar, Kupvi.	I.O.C	15364.12	15.61
6	Kangnapul, Dhabas, Nakorapul.	I.O.C	14899.12	15.15
7	Saln.			
7	Bajrolipul, Ghorna, Bhalog, Marog, Naina, Pulbhal, Kuthar, Melthi, Khara-pathar, Sheelghat, Mandhal, Sawra.	I.O.C	14849.12	15.10
8	Antrawall.	I.O.C	15139.12	15.39
		IOC	IBP	
Ex-Depot rate upto W/sale point or TKD at Shimla		13339.9	13446.08	
Shrinkage @ .009/ltrs./°C		120.0591	121.01472	
Wholesale Commission		275	275	
Retailers Commission		250	250	
Total:-		13984.96	14092.09	
Sale rate at Dodrakawar:		13.98	14.09	

	4		Koil rates-2.xls
TERMS & CONDITIONS:-			
1	Every Wholesaler shall prominently display the price of SKO on special board or at near the entrance of the sale		
2	Every dealer shall maintain proper record of the receipt and sale of SKO and if required to produce before the		
3	SKO will not be issued to any place other than the authorized place of business premises.		
4	Every dealer shall display daily stock position at a prominent place of business premises.		
5	The retailers shall issue SKO more than the quantum fixed by Government.		
6	Any dealer selling or attempting to sell or abetting the sale of SKO at the higher prices than those specified or		
7	Every Wholesaler shall keep a reserve stock of 2000 ltrs. And retailers 200 ltrs. Respectively which is to be issued		
8	Every wholesaler shall send a report immediately after the supply/distribution of every load to DC, FCS&CA, Shimla.		
9	Every wholesaler shall issue cash memo to the retailers and the copy of the sale be submitted to this office and shall		
10	The wholesaler shall obtain the signature of the retailers (with stamp of retailers) in token of having received supplies		
11	Where a dealer is doing wholesale as well as retail sale business he shall charge only one margin.		
12	The retailers away from the road head shall add actual transportation/carriage charges duly approved by the SDO@.		
13	Any violation of the above terms and conditions by the wholesaler/retailers of SKO shall be punishable under section		
14	These rates are applicable w.e.f. January, 2012.		
	Sd/-		
	District Magistrate		
	Shimla, District Shimla.		
	Endst.No.- As above.	Dated:-	
	Copy to:-		
1	The Secretary, Food, Civil Supplies & Consumer Affairs to the Govt. of HP, Shimla-2 for favour of information		
2	The Director, Food, Civil Supplies & Consumer Affairs.HP, Shimla-9.		
3	The Superintendent of Police, Shimla-171 001.		
4	Superintendent of Police (North Zone) enforcement, Shimla-2.		
5	All the District Controllers, Food, Civil Supplies & Consumer Affairs, HP.		
6	District Information and Public Relation Officer Shimla for information and wide publicity.		
7	All the Sub-Divisional Magistrate District Shimla.		
8	All the Kerosene oil retailers of Shimla District (Through wholesalers) for information and necessary action.		
9	All the Kerosene oil wholesalers in Shimla District alongwith the copies of this notification to be given to the retailers		
10	Food & Supplies Officer, Food, Civil Supplies Consumer Affairs, Shimla.		
11	All the Inspectors, Food, Civil Supplies & Consumer Affairs, Shimla District for information and necessary action.		
12	(REGD) Assistant Controller, Printing and Stationery, HP, Shimla-5 for immediate publication in Extra Ordinary		
	District Controller,		
	Food, Civil Supplies & Consumer Affairs,		
	Shimla, Dist Shimla.		

आवास विभाग

संख्या: आवास-ए (3)-3/2011

तारीख, शिमला-171002 16 जनवरी, 2012

अधिसूचना

हिमाचल प्रदेश की राज्यपाल, हिमाचल प्रदेश लोक सेवा गारन्टी नियम, 2011 के नियम 4 के साथ पठित हिमाचल प्रदेश लोक सेवा गारन्टी अधिनियम, 2011 की धारा 3 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के प्रयोजन हेतु हिमाचल प्रदेश आवास एवं शहरी विकास प्राधिकरण की बावत विभिन्न सेवाओं, प्राधिकारियों एवं समय सीमा को निम्न प्रकार से अधिसूचित करती है:-

क्र० सं०	सेवा का नाम	पदाभिहित अधिकारी	सेवा प्राप्त करने के लिए प्रपत्र	सेवा के लिए अपेक्षित दस्तावेजों की सूची	व्यक्ति जो सेवा के लिए आवेदन कर सकता है	सेवा के लिए समय सीमा	प्रथम अपीलीय प्राधिकारी	टिप्पणी
1.	2.	3.	4.	5.	6.	7.	8.	9.
1.	किस्तों / देयों की बावत पूछताछ	मुख्य लेखा अधिकारी	सादे कागज पर	गृह / प्लॉट / प्लैट नम्बर का विवरण और कॉलौनी का नाम	हिमुडा की विभिन्न आवासीय कॉलौनियों में प्लॉटों / प्लैटों गृहों के ऑबटिति	दो सप्ताह	मुख्य कार्यकारी अधिकारी एवं सचिव	
2.	बन्धक अनुज्ञा:							
	(i) आवासीय ईकाईयों के लिए	(i) प्रशासनिक अधिकारी	सादे कागज पर	---	सम्बन्धित ऑबटिति	दो सप्ताह	मुख्य कार्यकारी अधिकारी एवं सचिव	---

	(ii) औद्योगिक / वाणिज्यिक / संस्थागत ईकाइयों	(ii) मुख्य कार्यकारी अधिकारी एवं सचिव	सादे कागज पर	—	सम्बन्धित ऑबटिति	दो सप्ताह	सचिव (आवास)	—
3	(i) अनुरक्षण प्रभारों की बावत अनापत्ति प्रमाण पत्र / अअधिक्रमण / अप्राधिकृत सन्निर्माण का प्रमाण पत्र	सम्बन्धित अधिशाषी अभियन्ता / सहायक अभियन्ता	सादे कागज पर	—	सम्बन्धित ऑबटिति	दो सप्ताह	मुख्य कार्यकारी अधिकारी एवं सचिव	—
	(ii) गृहों / प्लेटों / पलैटों के पूर्ण और अन्तितम संदाय की बावत अनापत्ति प्रमाण पत्र	मुख्य कार्यकारी अधिकारी एवं सचिव	सादे कागज पर	—	—	तीन सप्ताह	सचिव (आवास)	
4.	हस्तांतरण विलेख	मुख्य कार्यकारी अधिकारी एवं सचिव	—	(i) बीस जुडिशियल पेपरो सहित अपेक्षित मुल्य के नॉन जुडिशियल (न्यायमिकेत्तर) स्टॉप पेपर (ii) ऑबटन पत्र की तीन प्रतियों। (iii) अनापत्ति प्रमाण पत्र और सम्बद्ध सहायक	सम्बन्धित ऑबटिति	एक सप्ताह	सचिव (आवास)	

				अभियन्ता द्वारा जारी अअधिक्रमण प्रमाण पत्र (iv) फोटो पहचान				
5.	कब्जा लेने का पत्र जारी करना	प्रशासनिक अधिकारी	—	---	सम्बन्धित ऑवटिति	एक सप्ताह	मुख्य कार्यकारी अधिकारी एवं सचिव	एच.पी. टी.ए./ हँस्तात-रण पट्टा/ बंधक पट्टा के निष्पादन के पश्चात्
6.	हस्तोत्तरण विलेख का रजिस्ट्रीकरण	सम्बन्धित सहायक अभियन्ता	---	---	सम्बन्धित ऑवटिति	आठ सप्ताह	मुख्य कार्यकारी अधिकारी एवं सचिव	रजिस्ट्रार के कार्यालय में अपेक्षित फीस को जमा करने के अध्यक्षीन
7.	भवन नक्शों की मंजूरी	मुख्य कार्यकारी अधिकारी एवं सचिव	अपेक्षित फीस सहित सादे कागज पर	(i) अनुरक्षण (रखरखाव)/ पानी प्रभार की बावत सम्बद्ध अधिशाषी/ सहायक अभियन्ता से अनापत्ति प्रमाण पत्र (ii) भवन नक्शों की चार प्रतियाँ	---	चार सप्ताह	सचिव (आवास)	---

8.	समापन प्रमाण पत्र	सम्बद्ध अधिशाषी / अभियन्ता / स्थानीय निकाय	सादे कागज पर	सम्बद्ध सहायक अभियन्ता की भवन नक्शे द्वारा सम्यक् समर्थित रिपोर्ट	—	दो सप्ताह	मुख्य कार्यकारी अधिकारी एवं सचिव	—
9.	प्रतिदाय	मुख्य कार्यकारी अधिकारी एवं सचिव	सादे कागज पर	—	—	चार सप्ताह	सचिव (आवास)	—
10.	पानी / सिवरेज कनेक्शन	सम्बद्ध अधिशाषी अभियन्ता	सादे कागज पर	अपेक्षित फीस को जमा करने की रसीद	सम्बन्धित ऑवटिति	चार सप्ताह	मुख्य कार्यकारी अधिकारी एवं सचिव	—
11.	गृह / प्लॉट / प्लैट के आवंटन का अन्तरण	मुख्य कार्यकारी अधिकारी एवं सचिव	सादे कागज पर	(i) ऑवटिति से यूनिट को बेचने का शपथ पत्र (ii) क्रेता से प्राधिकरण के ऑवटन नियमों का पालन करने का शपथ पत्र। (iii) प्लॉट की दशा में अद्यतन देयों / उद्गृहीत प्रभारों की प्राप्ति (iv) अन्तरण प्रभारों की प्राप्ति। (v) अनापत्ति प्रमाण पत्र (vi) सम्बद्ध सहायक अभियन्ता से	सम्बन्धित ऑवटिति	छः सप्ताह	सचिव (आवास)	

				अअधिक्रमण / अप्राधिकृत सन्निर्माण				
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➤ समय सीमा तभी लागू होगी, यदि मामला व्यवस्थित (सही) है।

विनिर्दिष्ट दस्तावेजों सहित विहित आवेदन / प्ररूप पर सेवा के लिए आवेदन पदाभिहित अधिकारी या उसके अधिनस्थ, ऐसे आवेदन को प्राप्त करने के लिए, प्राधिकृत व्यक्ति को किया जाएगा। अभिस्वीकृति, हिमाचल प्रदेश लोक सेवा गारन्टी नियम, 2011 में विहित प्ररूप संख्या-1 के अनुसार जारी की जाएगी। समस्त पदाभिहित अधिकारियों को प्राधिकृत व्यक्तियों के लिए आदेश जारी करना और उन्हें उक्त अधिनियम की धारा 5 के अनुसार सूचना पट्ट पर प्रदर्शित करना अपेक्षित है।

धारा 6 के अधीन आवेदन अस्वीकार करने की तारीख से तीस दिन के अवधि के भीतर या नियत समय सीमा के अवसान के भीतर प्रथम अपीलीय प्राधिकारी को अपील की जा सकेगी।

प्रथम अपीलीय प्राधिकारी के आदेश के विरुद्ध अपील राज्य सूचना आयोग, हिमाचल प्रदेश जो द्वितीय अपीलीय प्राधिकारी है, के समक्ष दाखिल कर सकेगा।

आदेश द्वारा

प्रधान सचिव (आवास)
हिमाचल प्रदेश सरकार

(Authoritative English Text of this Department Notification No. HSG-A(3)-3/2011 dated 16/01/2012 as required under clause (3) of Article 348 of the Constitution.)

**Government of Himachal Pradesh
Housing Department**

No. HSG-A(3)-3/2011

Dated, the Shimla 16th Jan., 2012

NOTIFICATION

In exercise of the powers conferred under section 3 of the Himachal Pradesh Public Service Guarantee Act, 2011 and Rule-4 of the Himachal Pradesh Public Service Guarantee Rules, 2011, the Governor Himachal Pradesh is pleased to notify various services, authorities & time limits in respect of Himachal Pradesh Housing & Urban Development Authority, for the purpose of the Act as under :-

Sr. No.	Name of service	Designated Officer	Format of the application to obtain service	List of documents required to service	Person who can request for service	Time limit for service	First Appellate Authority	Remarks
1	2	3	4	5	6	7	8	9
1	Enquiries regarding instalments/dues	Chief Accounts Officer	On plain paper	Particular of House/Plot/ Flat No. and name of the colony.	Allottees of Plots/ Flats/ Houses in various Housing Colonies of HIMUDA	Two weeks	CEO-cum-Secretary	--
2	Mortgage Permission: i) For residential units. ii) For Industrial/ Commercial/ Institutional units	i) Administrative Officer. ii) CEO-cum-Secretary	On plain paper On plain paper		Concerned allottees. Concerned allottees	Two weeks Two weeks	CEO-cum-Secretary Secretary (Hsg.)	

3.	<p>i) No Dues Certificate Regarding maintenance charges/ Certificate of non-encroachment/ unauthorised Construction.</p> <p>ii) No dues Certificate regarding full and final payment of Houses/ Plots/ Flats.</p>	<p>Concerned Executive Engineer/ Assistant Engineer</p> <p>CEO-cum-Secretary</p>	<p>On plain paper.</p> <p>On plain paper.</p>		<p>Concerned allottees</p>	<p>Two weeks</p> <p>Three Weeks</p>	<p>CEO-cum-Secretary</p> <p>Secretary (Hsg.).</p>	
4	Conveyance Deed	CEO-cum-Secretary	--	<p>i) Non judicial stamp papers of required value alongwith 20 judicial paper.</p> <p>ii) 3 Copies of allotment letter.</p> <p>iii) No due certificate and Non encroachment certificate issued by the concerned AE.</p> <p>iii) Photo identity.</p>	Concerned Allottee	One week	Secretary (Hsg.)	

5.	Issue of possession letter.	Administrative Officer			Concerned Allottee	One week	CEO-cum-Secretary	After execution of HPTA/ Conveyance deed/ Lease deed.
6.	Registration of Conveyance Deed.	Concerned Asstt. Engineer			Concerned Allottee	Eight weeks	CEO-cum-Secretary	Subject to the deposit of requisite fee in the office of Registrar.
7.	Sanction of building plans	CEO-cum-Secretary	On plain paper along-with requisite fee.	i) No dues Certificate from Concerned Executive/ Asstt. Engineer w.r.t. maintenance /water charges. ii) Four copies of building plan.	-	Four weeks.	Secretary (Hsg.)	
8.	Completion Certificate	Executive Engineer concerned/ Local Body.	On plain paper	Report of Assistant Engineer concerned duly supported by building Plan.		Two weeks	CEO-cum-Secretary	
9.	Refund.	CEO-cum-Secretary	on plain paper			Four weeks	Secretary (Hsg.)	

10.	Water/ Sewerage connect- ion.	Execut- ive Engineer concern- ed	on plain paper	Receipt of the deposit of requisite fee.	Concerned allottee.	Four weeks	CEO- cum- Secretary	
11.	Transfer of allotment of House/ Plot/Flat.	CEO- cum- Secretary	On plain paper.	i) Affidavit from the allottee to sell the unit. ii) Affidavit from the purchaser to abide by allotment Rules of the Authority. iii) Receipt of the up-to- date dues/ levy charges in the case of Plot. iv) Receipt of transfer charges. v) No due Certificate. vi) Certifi- cate of non- encroach- ment/un- authorised construction from concerned AE.	Concerned allottee.	Six Weeks	Secretary (Hsg.).	

➤ Time limit shall apply, if the case is in order.

The request for service on the application/Form prescribed alongwith specified documents can be made to the designated officer or to a person subordinate to him authorised to receive such applications. An acknowledgement will be issued as per Form No.1 prescribed in "Himachal

Pradesh Service Guarantee Rules, 2011.” All designated officers are required to issue order for authorized person and display in the Notice Board as per section 5 of the Act.

An Appeal under Section 6 can be filed before the first appellate authority within thirty days from the date of rejection of application or the expiry of the stipulated time limit.

An Appeal against the order of the First Appellate Authority can be filed before the State Information Commission, Himachal Pradesh who is the second Appellate Authority.

By Order

Principal Secretary(Hsg.)to the
Government of Himachal Pradesh